

September 28, 1993  
Agenda Item #16

September 7, 1993

TO: City Council

FROM: Towing Advisory Committee

Submitted for your approval is the proposal for the City Towing and Storage Contract. This was developed and agreed upon unanimously by the Committee.

Towing Advisory Board

Charles W. Helwig

Charles W. Helwig, Chairman

Glenn G. Trent

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Cecil Staton

Cecil Staton

Holcolme A. Hughes, Sr.

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Robert Babcock

Robert Babcock

Ronald Coleman

Ronald Coleman

The current annual towing contract will expire on October 31; and prior to the award of a replacement towing contract, City Council needs to review and to act upon the recommendations from the Towing Advisory Board. The recommendations from the Towing Advisory Board were submitted to City Council on September 7, 1993, and it is appropriate for Council to review such recommendations, to consider approving the recommendations and to authorize the City Administration to proceed with the award of the annual towing contract for the upcoming year. The following resolution is presented for Council consideration:

#R-93-259

WHEREAS on July 8, 1993, City Council established a six (6) member Towing Advisory Board to make recommendations concerning the terms of future municipal contracts for towing services; and

WHEREAS the Towing Advisory Board has submitted a written proposal for the future award of such contracts for police-authorized towing of disabled, immobile or unattended vehicles;

NOW, THEREFORE, BE IT RESOLVED That the September 7, 1993, recommendations of the Towing Advisory Board regarding the future award of the municipal towing services contract(s) for police-authorized towing of disabled, immobile or unattended vehicles are hereby approved by Council; and

BE IT FURTHER RESOLVED That the City Administration is authorized to prepare a request for proposals in substantial compliance with such Board recommendations and in conformance as well with the customary procurement practices and, thereafter, to proceed with the award of a contract for such services.

Adopted: September 28, 1993

## CITY TOWING AND STORAGE CONTRACT

1. The City will grant to the winning bidder the right to perform, for a period of two years, primary requirements for towing of vehicles ordered or deemed necessary for enforcement of city ordinances or to assure safe and orderly movement of traffic.
2. The bidder must be able to furnish, on call, a tow truck of size and character adequate to insure safe and expeditious removal of vehicles within 30 minute response time.
3. The bidder shall provide storage areas as follows:
  - A. Outside Storage

The bidder shall provide a secure fence and adequately lighted enclosure for storage of towed vehicles.
  - B. Inside Storage

An inside storage area shall be provided. The inside storage area must be isolated from general access and provide insulation from contamination until a vehicle has been inspected for evidence and released from isolation by the Police Department.
  - C. Storage areas must comply with applicable zoning ordinances. If the storage area is not in the City of Lynchburg, it must be within a 30 minute drive from anywhere in the City. Acceptance of the storage facilities shall be subject to City inspection and approval.
4. The bidder must agree to indemnify the owner of towed vehicle for loss of or damage to the vehicle or its loss contents occurred during towing or storage. The successful bidder shall agree to indemnify and to save harmless and assume the defense of the City, its agents, and employees and officials, from and against any and all liabilities, damages, expenses, causes of action, suits, claims and judgments, and to pay all Attorney's fees, court costs, and other costs incurred defending such claims, which may accrue against, be charged to, or resulting from damage to property, injury to persons, or death to any person arising from the operation/provision of such services provided by the company to the City of Lynchburg.
5. Insurance must meet any and all State or local requirements.
6. Bids should be expressed as the amount the bidder proposes to charge the City for the following services only:
  - A. Towing of passenger cars, 3/4 ton pick trucks, 3/4 ton vans, mopeds, and motorcycles. To be expressed as flat fee which shall include all costs associated with the service.

- B. Show-up Charge. When wrecker arrives and has backed up to car to begin procedure, but owner's arrival eliminates need for towing contractor shall be allowed flat fee as compensation for response to call. Disputes over charge shall be resolved by officer on scene.
  - C. Towing of any vehicle over 3/4 ton rating capacity. To be expressed as an hourly rate which shall include all costs associated with the service except as defined in "E" below.
  - D. Storage of vehicle for first twenty-four (24) hours after the tow and per day after the first twenty four (24) hours following the tow. To be expressed as a flat fee which shall include all costs associated with such storage.
  - E. Opening of the office to allow vehicles to be claimed at other than normal working hours. To be expressed as flat fee which shall include all costs associated with the service.
  - F. Labor to unload and/or reload trailer if required to tow vehicle. To be expressed as rate per man hour and shall include all costs associated with performance of service.
7. Response time for the arrival on the scene by the tow truck shall not exceed thirty (30) minutes from the time the call for service is made by the Police Department. In the event the towing contractor determines from the circumstances of the call for service that a larger than normal wrecker is required, an additional twenty (20) minutes will be allowed. In the event the response time exceeds the said time limits, the City reserves the right to call any available towing service. Such substitute service shall be directed to deliver the vehicle to be towed to the towing contractor's storage facility. The towing contractor shall be liable to pay the substitute towing service's usual and customary towing charge, but in no case shall a sum in excess of the contract rate be charged to the vehicle owner by the towing contractor. Frequent failures to respond within the said time limits shall be considered grounds for termination of the contract.
8. It shall be the responsibility of the towing contractor to determine the appropriate wrecker to be sent on any call. The member of the Police Department requesting the service will describe the circumstances of the situation in sufficient detail to allow the towing contractor to respond appropriately. It shall be the responsibility of the towing contractor to inform the Police Department of the final location of a vehicle towed from private property.
9. In the event the towing contractor deems it necessary to obtain additional assistance, it shall be the responsibility of the contractor to do so.

10. The following is the City's policy in regards to the towing of private vehicles. Note the circumstances that the successful bidder does not provide towing services.
  - A. The City's contractor will also provide services for towing to the contractor's storage lot those privately-owned vehicles which are illegally parked, constituting a traffic hazard, or in similar circumstances where the owner/operator is unavailable and has not made their own arrangements for the removal of the vehicle.
  - B. Towing services for vehicles that are towed as a result of being disabled because of an accident or breakdown will be handled as follows:
    - i. If the owner/operator or their representative has a preference for a particular towing company, that towing company will be used, if available.
    - ii. If the owner/operator or their representative, does not specify a particular location for delivery of a disabled vehicle, the police officer will advise the owner/operator or their representative, that since there is no objection the vehicle will be towed to the automobile dealership selling that particular make of vehicle by the towing company that has the towing contract with the dealership, if available.
    - iii. If the owner/operator or the owner's representative does not have a preference for a particular towing company and does not wish the vehicle towed to an automobile dealership, the city's towing contract or successful bidder will provide towing services.
  - C. All such vehicles towed to the successful bidder's facilities are to be maintained in a secure manner until the owner/operator or owner's representative specifies the ultimate destination for the vehicle.
  - D. The successful bidder is not to attempt to solicit repair services or steer vehicle's owner to a particular repair service, garage, body shop or dealership.
11. The Police Department personnel at the scene shall be responsible for enforcement of city ordinances and for assuring the safe and orderly movement of traffic. No member of the Police Department shall operate the wrecker equipment of the towing contractor.
12. No member of the Police Department shall attempt to instruct any employee of the towing contractor concerning any aspect of the procedure for the removal of a vehicle, with the exception of that portion of the procedure which pertains to the removal of the towed vehicle and any accompanying debris in such a

manner as to assure the safe and orderly movement of traffic.

13. Each driver of the towing contractor will complete, at the scene from which the vehicle is to be towed, a form containing the license number, vehicle identification number and towing destination. The operator of the towing vehicle shall sign the form.
14. It shall be the responsibility of the towing contractor to remove all accompanying debris from the scene of any accident in connection with a towing request under this contract.
15. The towing contractor and employees thereof must be courteous to the owner or operator of a vehicle that is, or is about to be, or was, towed or stored while performing or discussing the towing and storage services contemplated under this contract.
16. The attached non-discrimination and anti-collusion shall be signed out.
17. The City or the contractor reserves the right to cancel any resultant contract within thirty (30) days notice, if deemed to be in their best interest.
18. No member of the governing body, officer, or employee of the City of Lynchburg during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
19. The City reserves the right to accept any bid or to reject any or all bids. Conditional bids, or those which take exception to the Specifications, may be considered non-responsive and be rejected.
20. The City reserves the right to terminate the contract for failure of the towing contractor to comply with the foregoing conditions and specifications. Such termination shall result in removal from the City's qualified bidder's list for the period of time remaining on the contract plus a period equal to the original term of the contract.
21. The towing contractor shall keep certain reasonable information concerning towed and stored vehicles.
22. Contract shall be for a two-year period beginning \_\_\_\_\_ and extending through \_\_\_\_\_.  
The contract may be extended at the City's option and with the contractor's agreement, for three additional one year periods for a maximum total contract period of five years.
23. The contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the contract or its rights, title, interest therein or its power to execute

such contract to any other persons, company, or corporation without the prior written consent of the City.

24. The bidder shall submit appropriate documentation to certify that all applicable taxes (real estate, business license, personal property, etc.) have been filed, are paid fully up-to-date, and will remain paid on a timely basis through the life of any such procurement relationship with the City.
25. Have the individual (s), owners, or principal officers of the firm submitting the bid ever been convicted of a felony or a misdemeanor involving moral turpitude, that would adversely affect the ability to perform the contract? If so, list individual or officer and title and give details. Note: Answering yes to this question will not necessarily exclude your company from consideration but will be used to weigh the relationship between the offense and the contract to be performed. Yes \_\_\_\_\_ No \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

#### BASIS OF AWARD

Contract will be awarded to the lowest responsive responsible bidder. To assist in making that determination the services listed on page 1 have been ranked according to frequency and assigned a numerical weight. The low bidder for each service will receive the weight assigned that service. The bidder with the highest point total is, therefore, the low bidder, though not automatically the lowest responsive and responsible bidder.

RANKING	WEIGHT
Service A	5
Service B	2
Service C	4
Service D	3
Service E	<u>1</u>
	15

In the event more than one bid for a service is at the same low dollar amount, all bidders at that amount will be assigned the numerical weight for that service.

In the event of a tie bid, Section 18-160 of the City Code shall apply.

#### TO BE SUBMITTED WITH BID:

1. Certificate of Insurance
2. Description of location and size or storage facility
3. Number of wreckers, size, towing capacity, and name of owner

- of each to be used in performance of this work
4. List of office hours and holidays observed
  5. Notarized certification of Non-Discrimination and Anti-Collusion

Contract to perform towing of City owned vehicles and towing ordered by Lynchburg Police Department for a period of two (2) years beginning \_\_\_\_\_ and extending \_\_\_\_\_ per terms, conditions and specifications. Towing of inoperable/abandoned vehicles as defined in Section 21-61 of the City of Lynchburg are not included in this contract.

- A. Towing of passenger cars, 3/4 ton pick-up trucks, 3/4 ton vans, motorcycles, mopeds
- B. Show-up Charge
- C. Towing of any vehicle over 3/4 ton rating
- D. Storage of vehicle for first 24 hours after tow and per day after the first 24 hours following tow
- E. Opening of office to allow vehicle to be claimed at other than normal work hours
- F. Cost of labor to unload and/or reload trailer if required for tow